

Exhibit 300

United States of America ex rel. Ven-A-Care of the Florida Keys, Inc., et al.
v. Dey, Inc., et al., Civil Action No. 05-11084-PBS

**Exhibit to the August 28, 2009 Declaration of Sarah L. Reid in Support
of Dey's Opposition to Plaintiffs' Motion for Partial Summary Judgment**

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1 UNITED STATES DISTRICT COURT

2 DISTRICT OF MASSACHUSETTS

3 -----X

4 IN RE PHARMACEUTICAL INDUSTRY)

5 AVERAGE WHOLESALE PRICE LITIGATION)

6 -----X Volume 1

7 THIS DOCUMENT RELATES TO:) MDL NO. 1456

8 The City of New York, et al.,) Civil Action

9 V.) No. 01-12257-PBS

10 Abbott Laboratories, et al.)

11 -----X

12 THIS DOCUMENT RELATES TO:)

13 State of California, ex rel.)

14 Ven-A-Care v. Abbott Laboratories,)

15 Inc., et al., Case No.)

16 03-cv-11226-PBS)

17 -----X

18 THURSDAY, MAY 15, 2008

19 DEPOSITION OF DEY, L.P. AND DEY, INC.

20 BY PAMELA MARRS

21 Reported By: CAROL NYGARD DROBNY, CSR No. 4018

22 Registered Merit Reporter

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1 but you're uncertain about Medispan and Redbook?

2 A. Which -- is there one in there that's
3 the blue book -- that's referred to as "the blue
4 book"?

5 I know that there are other price
6 reporting agencies we send information to, but
7 I'm not sure if what we did back in the early
8 nineties is the same as what we do today.

9 But there are -- there's more than one
10 firm that we send our prices to, yes.

11 Q. And to answer your question, yes, there
12 is or was a blue book --

13 A. Which one is --

14 Q. -- that was purchased by the company
15 that owns First DataBank.

16 A. Oh. So that is First DataBank. Okay.

17 Q. And when Dey has reported its pricing
18 information to these pricing compendia, it
19 typically has reported both a WAC and an AWP for
20 its drugs; correct?

21 A. That's correct.

22 Q. And "WAC" is Wholesaler Acquisition

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1 Cost?

2 A. "WAC" is the invoice price at which we
3 sell to the wholesalers at.

4 Q. By the acronym "WAC" stands for
5 Wholesaler Acquisition Costs; correct?

6 A. That's what it stands for, yes.

7 Q. And "AWP" stands for Average Wholesale
8 Price?

9 A. That's what the words say. Definition
10 is, obviously, in question.

11 Q. When you say "The definition -- the
12 definition is obviously in question," just taking
13 the words "Average Wholesale Price," Dey did sell
14 its products to wholesalers; correct?

15 A. Dey sold its products to wholesalers,
16 yes.

17 Q. And when it sold its products to
18 wholesalers, there was a price for those drugs to
19 the wholesalers; correct?

20 A. Which is commonly referred to as "WAC,"
21 which is the invoice price to the wholesalers.

22 Q. Okay. Then -- then the wholesalers, in

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1 MR. AZORSKY: Okay.

2 THE WITNESS: What the complexities of
3 that are I don't know, because we don't,
4 obviously, have access to the wholesaler data.

5 BY MR. AZORSKY:

6 Q. Well, you -- in fact, Dey does have
7 access to certain information about the price at
8 which its drugs are sold by wholesalers, and that
9 involves perhaps the distinction between direct
10 sales and indirect sales; is that correct?

11 MR. DOYLE: Objection as to form.

12 THE WITNESS: No. Actually, we don't -
13 - we don't have visibility as to what price the
14 wholesaler sells our product to what you're
15 referring to as indirect sales or our contract
16 customers.

17 What we know is that we get a
18 chargeback from the wholesaler, but it's my
19 understanding that the wholesaler then takes that
20 contract price -- let's say we have a contract
21 with a hospital at \$10.

22 We get a chargeback for the difference

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1 between the contract price and the price on the
2 invoice that the wholesaler paid. So that's what
3 we know.

4 What we don't know is when the
5 wholesaler then sells that product out to the
6 hospital what kind of mark-up they add, because,
7 obviously, they have to add some type of mark-up
8 or they wouldn't stay in business. We don't have
9 visibility as to what they ultimately sell it to
10 the customer for.

11 BY MR. AZORSKY:

12 Q. So the one aspect of the wholesaler's
13 price to the provider that you're not -- you,
14 Dey, is not privy to is the mark-up by the
15 wholesaler?

16 MR. DOYLE: Objection as to form.

17 BY MR. AZORSKY:

18 Q. Is that what you're saying?

19 A. Well, we don't -- we don't know what
20 happens to the transaction after it leaves the
21 wholesaler.

22 We know that we get a -- a report or

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1 product at a certain price; correct?

2 A. No. We have a contract with the GPO
3 that says that their contract price with Dey is
4 at "X" amount.

5 They then purchase that product from a
6 wholesaler, who sells it to them at an amount,
7 and I would assume from a logical standpoint
8 there's some relationship between the contract
9 price and what they buy it for, but I don't know
10 -- I don't know if that varies by customer, or in
11 size, or -- I don't know how that relationship
12 works.

13 Q. Isn't it true that in every case the
14 contract price is lower than the WAC?

15 A. Yes, the contract price is always lower
16 than the WAC.

17 Q. And so, because the wholesaler is
18 selling the product to the provider for less than
19 the wholesaler purchased the product from Dey,
20 the wholesaler issues a chargeback for that
21 difference; is that correct?

22 A. Well, the wholesaler issues a

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1 So my only point is there are other
2 customer groups that get different discounts.

3 Q. So are you saying that Dey categorizes
4 a customer as a wholesaler -- depending upon
5 whether that entity services contract customers
6 of Dey?

7 A. Generally speaking -- I can't right now
8 think of somebody we call a "wholesaler" who
9 doesn't have at least some element of chargeback
10 activity.

11 Q. Can you -- tell me how Dey defines a
12 "direct sale" and "indirect sale."

13 A. A "direct sale" is something that is
14 shipped out of Dey's distribution center and goes
15 to a customer. An invoice is issued to that
16 customer.

17 An "indirect sale" is a sale that takes
18 place between our direct customer and a contract
19 customer such as a hospital.

20 And the only way we have any visibility
21 as to what those indirect sales are is because
22 they come back through the system as a

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1 chargeback.

2 Q. Does Dey consider all sales to
3 wholesalers to be direct sales?

4 A. Yes, those are all direct sales.

5 Q. And then the indirect sale is when the
6 wholesaler then services one of Dey's contract
7 customers?

8 A. That's correct.

9 Q. In addition to the prompt pay discount
10 what other discounts or rebates do wholesalers
11 receive that would generate profit to the
12 wholesaler from such indirect sales?

13 MR. DOYLE: Objection as to form.

14 THE WITNESS: Other types of rebates --
15 well, a chargeback is not a rebate. That's a
16 different kind of concept.

17 But there are rebates that over time
18 have been paid to the wholesalers.

19 There's something called a "source
20 program" whereby the wholesaler has -- and I
21 don't know all the details, but they basically
22 will for a fee publish your product in their

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1 retail. Back in the early years GPOs primarily
2 were hospital driven, but that's changed over
3 time.

4 So you'd have to look at each GPO to
5 determine their -- who is in their membership.

6 Q. So, going down this list of customer
7 types and going back to that column, the first is
8 "Chain-WH."

9 What does that refer to?

10 A. That means it's a chain drug store that
11 has a warehousing facility. So we would ship to
12 a warehouse as opposed to the individual stores.

13 Although, then I see "chain-
14 nonwholesale," and I see Safeway in there, so I'm
15 not sure what -- I -- that's my -- when I've
16 heard this in context, when they talk about chain
17 warehousing facilities, it's where we ship to a
18 centralized warehouse.

19 Q. Well, are there chains that do not have
20 warehouses?

21 A. Well, there are chains that we don't
22 ship to their warehouse.

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1 different customer categories, there were
2 individual price sheets.

3 So there would be a price sheet for
4 wholesale, a price sheet for retail.

5 Like I said, it became meaningless
6 because, you know, it became a negotiation point,
7 but this was really the summarization of those
8 list price sheets so that one -- they appeared
9 all in one place.

10 It was an internal document that just
11 summarized that information.

12 Q. Were prices to wholesalers uniform
13 across -- different wholesalers so that WAC was
14 the same regardless of which wholesaler a drug
15 was being sold to?

16 MR. DOYLE: Objection as to form.

17 THE WITNESS: Generally speaking, as
18 far as I know, we've -- the wholesale price has
19 always been the same for different wholesalers,
20 McKesson, Cardinal, et cetera, et cetera.

21 BY MR. AZORSKY:

22 Q. And when setting an AWP for a drug to

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1 be reported to the pricing compendia at the time
2 a generic product was launched, it was Dey's
3 practice to set AWP at or near 10 percent below
4 the brand AWP; is that correct?

5 A. It's my understanding that that was the
6 guidance that was given to us by First DataBank.
7 Ed Edelstein had a conversation or maybe it was a
8 memo, I don't recall which, with Bob Mozak, and
9 that was the guidance that was given in terms of
10 how to establish an AWP for a generic product at
11 launch.

12 Q. Do you know exactly what Mr. Edelstein
13 said to anyone at Dey in that regard?

14 MR. DOYLE: Objection as to form.

15 THE WITNESS: I don't know exactly.

16 I've seen it -- I've heard it referred
17 to with Bob when he was at Dey.

18 I've seen it referred to in a
19 deposition, but -- I didn't personally have the
20 conversation or see the document, if there was
21 one, issued by First DataBank.

22 BY MR. AZORSKY:

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1 Q. And you were --

2 A. That's always been my understanding
3 from -- from what Bob said back in the days when
4 he actually was still working at Dey.

5 Q. And you weren't personally present
6 during that conversation; correct?

7 A. I was not personally present.

8 Q. My question was, though, whether it was
9 Dey's practice to set AWP at the time of the
10 launch of a generic product at or near 10 percent
11 below the brand AWP.

12 A. It's my understanding that based on the
13 advice from First DataBank that's how we
14 established the AWP on launch.

15 Q. Well, regardless of whether it was on
16 advice from anyone, is that, in fact, what Dey
17 did, it set AWP at approximately at or about 10
18 percent below the brand AWP?

19 A. It's my general understanding.

20 I'd have to go back and actually do the
21 calculations to make sure that that is correct
22 and it wasn't 12, or 13, or 15 percent, but

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1 throughout my time in preparing for various
2 depositions that's what I've always been told by
3 -- Bob specifically, but, you know, I've heard it
4 from other people as well.

5 Q. And has it historically been typically
6 the case that Dey does not change the AWP once
7 it's been set at the time of launch of a new
8 product?

9 A. For generic products, that's correct.
10 It's, again, my understanding that
11 that's an industry practice, that AWP is not
12 changed.

13 For the brands the AWP does change over
14 time as price increases are implemented for the
15 brand products, because with brand products
16 prices tend to go up, not down.

17 The AWP is raised a corresponding
18 amount.

19 Q. And when you say "it's industry
20 practice," what -- what source are you drawing
21 upon to understand the industry practice with
22 respect to setting or changing AWP?

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1 We do not -- we do not now -- and I'm
2 not sure if we even did then, other than this
3 piece of paper we got from them actually
4 physically look in the published document to see
5 if our prices were input correctly.

6 BY MR. AZORSKY:

7 Q. But Dey does know that the prices that
8 are reported in First DataBank, Medispan, and
9 Redbook are the prices that were reported to it
10 by Dey; correct?

11 MR. DOYLE: Objection as to form.

12 THE WITNESS: No. That's what I was
13 trying to explain.

14 In the early years they would send us a
15 piece of paper back, not the -- not the published
16 document, but a confirmation form, where we would
17 look at it, it appears from the documentations
18 I've looked at, and validate that that was, in
19 fact, what we sent them.

20 That doesn't happen any longer.

21 What we do now is we send them a letter
22 notifying them of a price change, and we ask them

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1 to sign off and send back to us a confirmation
2 that they received the information.

3 We do not then go and -- and verify
4 that they've posted the correct amount, which
5 became obvious when this whole issue happened
6 with the generic products in 2003, where they
7 lowered our AWP.

8 We didn't actually know anything about
9 it until customers started calling and
10 complaining.

11 BY MR. AZORSKY:

12 Q. So in addition to reporting an AWP Dey
13 reports a WAC price; correct?

14 A. That's correct. We send them
15 information on WAC as it changes.

16 Q. And, in fact, historically Dey has
17 reduced its WAC prices on their generic drugs
18 from time-to-time; correct?

19 A. Correct.

20 As the price of the marketplace has
21 come down we've also reduced our reported WAC.

22 Q. Now, Dey does that on a -- on a

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1 periodic basis; correct?

2 A. It -- it was done on a periodic basis
3 in the past. Lately the price hasn't changed
4 that much in the market, so there hasn't been a
5 WAC decrease for -- for quite a while now.

6 Q. But when there was a decrease in WAC
7 prices in the marketplace, did Dey report the
8 change in WAC on a regular basis such as
9 annually?

10 A. No. The notification was made when the
11 change actually happened.

12 So that there would be no need to
13 notify them if nothing changed. They would --
14 the Contracts Department more recently, at one
15 point it was the Marketing Department, would
16 notify the reporting agencies when the actual WAC
17 decrease occurred.

18 Q. So every time Dey lowered its prices to
19 wholesalers it reported the change in WAC?

20 A. Well, I would probably have to --

21 MR. DOYLE: Objection as to form.

22 THE WITNESS: -- check the documents to

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1 Q. How does Dey set its WAC?

2 A. WAC is similar to AWP, set at launch,
3 and it's a percentage off of the AWP, which, in
4 turn, is a percentage off of the brand price.

5 Q. And the decision as to the exact number
6 while Mr. Mozak was Vice President of Sales and
7 Marketing was made by him; is that correct?

8 A. Yeah. Pretty much Bob was in charge of
9 that type of thing.

10 Q. And that was a business decision that
11 he made as Vice President of Sales and Marketing;
12 correct?

13 A. Yes.

14 Q. And the WAC as reported by Dey to the
15 pricing compendia does not account for
16 chargebacks, rebate incentives, and fees;
17 correct?

18 It's -- it's not net of those?

19 A. No.

20 MR. DOYLE: Objection as to form.

21 THE WITNESS: The WAC that's reported
22 is the invoice price to the customer -- to the

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1 wholesaler.

2 BY MR. AZORSKY:

3 Q. Not reflected --

4 A. And it does not --

5 Q. -- in chargebacks, rebates, or
6 discounts; right?

7 A. And use it does not include
8 chargebacks, rebates.

9 Q. Or discounts?

10 A. Or discounts.

11 Q. What is a "FUL"?

12 A. "FUL" stands for Federal Upper Limit.

13 Q. How is a FUL set?

14 A. It's a percentage -- I think it's 150
15 percent of a -- some published price, but it's my
16 understanding there's some controversy over
17 exactly what it's 150 percent of, the lowest
18 price in the market or something like that.

19 I'm not clear on the definition based
20 on my conversations with some others.

21 Q. Your conversations with who?

22 A. Well, I've spoken with the attorneys.

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1 that was sometimes given to the Sales Reps.

2 What I don't know and what I'm not
3 aware of is if it was updated on a structured,
4 regimented basis every, you know, "X" days or
5 months.

6 MR. AZORSKY: Okay.

7 THE WITNESS: I know that there are
8 documents I have seen that have AWP on it that
9 were provided to the Sales Reps in case customers
10 asked them questions about it.

11 Well, that was AWP, though, not the
12 reimbursement rate that I'm remembering.

13 So -- I mean, the documents that I've
14 seen from the company at this point don't show
15 evidence that there was a monthly report or any
16 regular report that was distributed to people
17 that had this kind of information on it.

18 I'm not saying that people weren't
19 generally aware that that was the reimbursement
20 formula in some way.

21 I -- I haven't seen documents that
22 would suggest it was tracked in a regimented and

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1 structured way.

2 Q. Fair enough.

3 And I did not mean to suggest in my
4 question that Dey kept track of it on a -- in a
5 regimented manner.

6 Rather, my question was whether Dey
7 kept track of changes to the Medicare or Medicaid
8 programs.

9 MR. DOYLE: Objection as to form.

10 THE WITNESS: Program --

11 BY MR. AZORSKY:

12 Q. Not necessarily on a weekly or monthly
13 regimented basis, but periodically the sales
14 force and the Marketing Department were aware of
15 how their drugs were being reimbursed by the
16 different Medicaid agencies around the country.

17 MR. DOYLE: Objection as to form.

18 THE WITNESS: What I have seen that was
19 provided to the Sales Reps from corporate was an
20 AWP price list.

21 I don't know if it was called "price
22 list," but a list of AWP's that was -- that was

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1 given to the Sales Rep just for their information
2 in case customers asked.

3 What I'm not aware of, other than
4 having seen the Carrie Jackson memo -- I don't
5 recall seeing documents that talked about
6 reimbursement in terms of the formula by state.

7 It was more just a general AWP
8 worksheet for reference.

9 BY MR. AZORSKY:

10 Q. Well --

11 A. Which is -- I mean, it's -- granted,
12 AWP was part of it, but I don't recall seeing on
13 that spread sheet the specific formula by state.

14 Q. Okay. But Dey was aware that -- that
15 many states reimbursed for -- drugs dispensed to
16 Medicaid recipients based upon AWP and WAC, as
17 you've previously testified; correct?

18 A. Based on the documents I've seen it's -
19 - it appears some people were aware of that, yes.

20 I don't think it was a -- perhaps maybe
21 in the Sales organization it was broader. I
22 don't think it was a corporate -- something that

1 and different people have used that term to
2 compare different sets of numbers.

3 BY MR. AZORSKY:

4 Q. And in the Marketing and Sales
5 Department of Dey in terms of the sale of Dey's
6 generic products "spread" was commonly understood
7 according to those -- I think uniformly according
8 to those that have testified as being the
9 difference between the provider's acquisition
10 costs and the reimbursement to the provider from
11 a third party payer; is that fair to say?

12 MR. DOYLE: Object as to form.
13 Objection as to form.

14 THE WITNESS: I have seen a handful of
15 documents that refer to it in that manner.

16 What is not -- what I'm not aware of is
17 how pervasive it was understood throughout the
18 organization, but there are documents that refer
19 to it that way, yes.

20 BY MR. AZORSKY:

21 Q. And, in fact, from as early as February
22 1992 Mr. Mozak began implementing a sales

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1 strategy of marketing Dey's generic products by
2 marketing the spread between the provider's
3 acquisition cost and the provider's reimbursement
4 for the dispensing of that product from Medicaid;
5 isn't that correct?

6 MR. DOYLE: Objection as to form.

7 THE WITNESS: I haven't seen a strategy
8 document that talks about it as a strategy.

9 What I've seen are some documents that
10 refer to launch at launch the setting of AWP and
11 the differential in the prices and the fact that
12 we had to have a lower -- let's see. How did
13 this work? A lower AWP than the brand and our
14 selling -- our actual selling price to the
15 customer would also be lower, and the
16 differential would incentivize the customer to
17 then buy the generic instead of the brand,
18 because, if there wasn't an incentive for the
19 chain drug, for example, to buy the generic,
20 there would be no reason for them to switch from
21 the brand to the generic.

22 (Exhibit Marrs 022 was marked for

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1 which is to provide incentive to retail chain
2 providers to use Dey's Albuterol UD, that's unit
3 dose I believe, by increasing the spread on
4 Medicare or Medicaid reimbursements; is that
5 correct?

6 A. That's what it says, yes.

7 Q. So in this instance, in February 1992,
8 Mr. Mozak proposed a pricing strategy of
9 providing incentive to customers to purchase
10 Dey's generic product by increasing the spread
11 between a provider's acquisition cost and a
12 provider's reimbursement by Medicare and Medicaid
13 systems?

14 MR. DOYLE: Objection as to form.

15 THE WITNESS: What I understand, having
16 looked at some other depositions, is that it was
17 Bob's intent to make sure that the retailer was
18 incentivized to stock the generic instead of the
19 brand, and the way to do that was to reduce the
20 selling price down so that the difference between
21 the reimbursement rate and what the customer
22 purchased it at was higher than what the brand

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1 comparable differential would be.

2 BY MR. AZORSKY:

3 Q. And, in fact, that same strategy was
4 subsequently used by Dey's sales force to
5 incentivize customers to purchase Dey's products
6 based upon the greater spread between acquisition
7 cost and Medicaid reimbursement for the purchase
8 of Dey's product versus a competitor's generic
9 product; isn't that correct?

10 MR. DOYLE: Objection as to form.

11 THE WITNESS: I'm not sure I followed
12 that.

13 Are you saying -- say it -- say it
14 again. I'm sorry.

15 BY MR. AZORSKY:

16 Q. Sure.

17 In fact, subsequent to this it became
18 an accepted practice within Dey's sales force to
19 incentivize customers to purchase Dey's generic
20 products by marketing the larger spread available
21 to providers who purchased Dey's products than
22 the spread available to them from the purchase of

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1 a competitor's product?

2 MR. DOYLE: Objection as to form.

3 THE WITNESS: You say "practice" as if
4 it's a -- it was a pervasive and primary effort
5 of a sales force, and that's not my impression
6 from looking at the documents.

7 You know, what I've seen is we've
8 produced millions of documents, and there are a
9 handful of documents that refer to the spread.

10 They tend to be focused more on the
11 launch of Albuterol and Cromolyn, not on
12 Ipratropium that I recall.

13 I've seen something called "the
14 reimbursement spread sheet" where we were seeking
15 to convert customers from multi-dose to unit use
16 Albuterol which made reference to the calculated
17 spread on both products.

18 What I haven't seen are, you know,
19 hundreds of documents that refer to this.

20 So I -- you know, from other testimony
21 given and from talking to internal people it's my
22 impression that, while this was a factor, it

1 wasn't the primary factor. It wasn't a
2 significant part of the ongoing effort.

3 It was used more at -- at launch to set
4 the price, and -- you know, I think, if it was
5 pervasive, there probably would be more than a
6 handful of documents that have been located.

7 BY MR. AZORSKY:

8 Q. Okay. And you said that you came to
9 that conclusion based upon conversations with --
10 with people.

11 With whom did you have such
12 conversations?

13 A. Well, I talked to Russ Johnston to see
14 what his memory was of the situation.

15 I talked to Jerry Crank.

16 Q. And what did Mr. Johnston tell you?

17 A. That he -- he was actually -- in the
18 early nineties was an inside salesperson. His
19 name was actually on this previous listing that
20 you gave to me of the Sales Reps, and as an
21 inside salesperson he didn't recall any
22 significant discussion of the spread in his role

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1 MR. DOYLE: Objection as to form.

2 Go ahead and answer.

3 THE WITNESS: I mean, when you say
4 "competitor," who are you speaking of, the brand
5 or other generic competitors?

6 BY MR. AZORSKY:

7 Q. Well, let's -- let's take the instance
8 of Dey's unit dose Albuterol in competition with
9 Works' multidose Albuterol.

10 Was there a deliberate, well thought
11 out campaign to present to customers and
12 potential customers the greater profit that would
13 be made by a provider for purchasing Dey's
14 Albuterol product as opposed to Works' Albuterol
15 product?

16 MR. DOYLE: Objection as to form.

17 BY MR. AZORSKY:

18 Q. And wasn't that the purpose of the
19 reimbursement comparison worksheet?

20 MR. DOYLE: Objection as to form.

21 THE WITNESS: What I know about the
22 worksheet is that it was -- the whole conversion

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1 of multidose to unit dose was driven by a variety
2 of safety issues.

3 Multidose to unit dose there were
4 advantages from a sterility standpoint, from a
5 dosing standpoint.

6 As part of a way to get the customers
7 to convert to the unit dose one of the Sales Reps
8 -- or I don't know -- maybe there were more than
9 one -- had this thought that the spread sheet
10 would be created, and it was actually put
11 together by Todd Galles after Steve Robertson
12 and/or others, I don't know if there were others
13 involved -- thought that this would be a good
14 tool.

15 It was one of many tools that the Sales
16 Reps used for a limited period of time.

17 I have seen testimony that suggests
18 that it was helpful to the Reps, and I've seen
19 testimony that suggests it was -- I think the
20 term was, you know, it died a quick death because
21 it was not useful to the Reps.

22 But it was -- it was not the focus of

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1 the attempt to -- or it's my understanding it was
2 not the focus of the attempt to convert business
3 from multidose to unit dose. It was one of the
4 many facets of the -- of the campaign to make
5 that conversion.

6 And, actually, multidose today rarely
7 exists. There have been -- there were huge
8 sterility problems, and most people stopped using
9 multidose for that very reason.

10 BY MR. AZORYSKY:

11 Q. Does Dey have any evidence that the
12 strategy marketing the spread was disapproved by
13 Mr. Termier or Mr. Rice?

14 MR. DOYLE: Objection as to form.

15 THE WITNESS: Are you talking about the
16 spread sheet?

17 MR. DOYLE: What strategy market --

18 What are you talking about?

19 Are you talking about this?

20 MR. AZORSKY: I'm talking about the
21 strategy of marketing of the sales force using
22 the price comparison worksheet or otherwise